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2 THE CHANLER GROUP
81 Throckmorton Ave., Suite 202
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5 Attorneys for Plaintiff
RUSSELL BRIMER

ENDORSED
FILED
San Francisco County Superior Court
JAN 02 2013
CLERK OF THE COURT
BY: GINA GONZALES
Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 IN AND FOR THE COUNTY OF SAN FRANCISCO

9 UNLIMITED CIVIL JURISDICTION

11 RUSSELL BRIMER,

12 Plaintiff,

13 v.

14 VANDOR LLC and DOES 1-150,

15 Defendants.

Case No. CGC-12-523859

**JUDGMENT UPON
PROPOSITION 65 SETTLEMENT**

Action Filed: August 31, 2012

Trial Date: Not Yet Assigned

1 In the above-entitled action, Plaintiff Russell Brimer and Defendant Vandor LLC, having
2 agreed through their respective counsel that a judgment be entered pursuant to the terms of the
3 Consent To Judgment entered into by the parties in resolution of this Proposition 65 action, and
4 following the issuance of an order approving the Parties' Consent to Judgment on this day, IT IS
5 HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Health & Safety Code §
6 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered in accordance with
7 the terms of the Consent To Judgment attached hereto as Exhibit A. By stipulation of the parties,
8 the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.
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10 IT IS SO ORDERED.

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12 Dated: JAN 02 2013

13 MARLA J. MILLER
14 JUDGE OF THE SUPERIOR COURT
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EXHIBIT A

1 Clifford A. Chanler, State Bar No. 135534
Gregory M. Sheffer, State Bar No. 173124
2 THE CHANLER GROUP
2560 Ninth Street
3 Parker Plaza, Suite 214
Berkeley, CA 94710-2565
4 Telephone: (510) 848-8880
Facsimile: (510) 848-8118

5 Attorneys for Plaintiff
6 RUSSELL BRIMER

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 IN AND FOR THE COUNTY OF SAN FRANCISCO

9 UNLIMITED CIVIL JURISDICTION

10
11 RUSSELL BRIMER,

12 Plaintiff,

13 v.

14 VANDOR, LLC and DOES 1-150,

15 Defendants.

Case No. CGC-12-523859

**CONSENT TO JUDGMENT AS TO
DEFENDANT VANDOR LLC**

Action Filed: August 31, 2012
Trial Date: Not Assigned

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent To Judgment is entered into by and between Plaintiff Russell Brimer,
4 ("Brimer" or "Plaintiff") and Defendant Vandor LLC. (hereinafter "Vandor" or "Defendant")
5 with Plaintiff and Defendant collectively referred to as the "Parties."

6 **1.2 Plaintiff**

7 Brimer is an individual residing in the State of California who seeks to promote
8 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating
9 hazardous substances contained in consumer products.

10 **1.3 Defendant**

11 Vandor employs 10 or more persons and is a person in the course of doing business for
12 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
13 Safety Code §§ 25249.6 *et seq.* ("Proposition 65").

14 **1.4 General Allegations**

15 Brimer alleges that Vandor manufactured, distributed and/or sold in the State of
16 California glassware with exterior colored artwork or designs, including, but not limited to
17 DC Comics Collector Glass Set, Item #74379. Lead is listed pursuant to the Safe Drinking Water
18 and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.5 *et seq.*
19 ("Proposition 65"), as a chemical known to the State of California to cause cancer, birth
20 defects and other reproductive harm. Lead shall be referred to herein as "Lead" or the "Listed
21 Chemical."

22 **1.5 Notice of Violation**

23 On or about October 28, 2011, Brimer served Defendant and various public enforcement
24 agencies with a document entitled "60-Day Notice of Violation" (the "Notice") that provided
25 Defendants and such public enforcers with notice that alleged that Defendant was in violation of
26 California Health & Safety Code §25249.6 for failing to warn consumers and customers that the
27 Products exposed users in California to Lead. Defendant received such 60-Day Notices of
28 Violation. Defendant represents that, as of the date it executes this Consent To Judgment, it

1 believes that no public enforcer is diligently prosecuting a Proposition 65 enforcement action
2 related to lead in its products, as identified in Brimer's 60-Day Notice to Vandor.

3 **1.6 Complaint**

4 On August 31, 2012, Brimer, acting, in the interest of the general public in California, filed
5 a Complaint in the Superior Court of the State of California for the County of San Francisco,
6 alleging violations by Defendant of Health & Safety Code § 25249.6 based, *inter alia*, on the
7 alleged exposures to Lead contained in the referenced Covered Products (the "Action").

8 **1.7 No Admission**

9 This Consent To Judgment resolves claims that are denied and disputed by Vandor. The
10 Parties enter into this Consent To Judgment pursuant to a full and final settlement of any and all
11 claims between the Parties for the purpose of avoiding prolonged litigation. Defendant denies
12 the material factual and legal allegations contained in the Notice and Action, maintains that it
13 did not knowingly or intentionally expose California consumers to Lead through the reasonably
14 foreseeable use of the Covered Products and otherwise contends that all Covered Products it has
15 manufactured, distributed and/or sold in California have been and are in compliance with all
16 applicable laws. Nothing in this Consent To Judgment shall be construed as an admission by
17 Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this
18 Consent To Judgment constitute or be construed as an admission by the Defendant of any fact,
19 finding, conclusion, issue of law, or violation of law, such being specifically denied by
20 Defendant. However, notwithstanding the foregoing, this section shall not diminish or
21 otherwise affect Vandor's obligations, responsibilities, and duties under this Consent To
22 Judgment.

23 **1.8 Consent to Jurisdiction**

24 For purposes of this Consent To Judgment only, the Parties stipulate that this Court has
25 jurisdiction over Vandor as to the allegations contained in the Complaint, that venue is proper in
26 County of San Francisco, and that this Court has jurisdiction to enter and enforce the provisions
27 of this Consent To Judgment. As an express part of this Agreement, pursuant to C.C.P. §664.6
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1 the Court in which this action was filed shall retain jurisdiction over the parties to enforce the
2 settlement until performance in full of the terms of the settlement.

3 **2. DEFINITIONS**

4 2.1 The term "Complaint" shall mean the August 31, 2012, Complaint.

5 2.2 The term "Covered Products" or "Products" means glassware with exterior
6 colored artwork or designs, including, but not limited to DC Comics Collector Glass Set, Item
7 #74379.

8 2.3 The term "Effective Date" shall mean September 1, 2012.

9 2.4 The term "Lead Free" Covered Products shall mean Products containing materials
10 on the exterior decorated surface of the Product that may be handled, touched or mouthed by a
11 consumer, and which surface materials each yield less than 1.0 microgram of lead when using a
12 wipe test pursuant to NIOSH Test Method 9100 and each yield less than 100 parts per million
13 ("ppm") lead when such decoration materials (and not the underlying glass) are analyzed
14 pursuant to EPA testing methodologies 3050B and 6010B, or equivalent methodologies utilized
15 by federal or state agencies for the purpose of determining lead content in a solid substance.

16 **3. INJUNCTIVE RELIEF**

17 **3.1 Formulation Commitment**

18 As of the Effective Date, Defendants shall only manufacture, distribute or sell or cause to
19 be manufactured, distributed or sold Products in the United States that are Lead Free.

20 **3.2 Customer Notification For Non-Lead Free Products.**

21 As partial consideration for settlement of all the claims referred to in this Settlement
22 Agreement, Defendant confirms and agrees that, prior to the Effective Date, it has already
23 undertaken good faith measures to notify its customers of the alleged presence of Lead in the
24 non-reformulated Products.

25 **4. MONETARY PAYMENTS**

26 **4.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

27 Vandor shall make a payment of \$5,000.00 to be apportioned in accordance with Health
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1 & Safety Code section 25249.12, subdivisions (c)(1) and (d), with 75% of these funds earmarked
2 for the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")
3 and the remaining 25% of these penalty monies earmarked for Brimer. This penalty is
4 *substantially* reduced based upon Vandor's cooperation through the settlement process, their
5 alleged good faith efforts to comply with the statute prior to receiving Brimer's 60-Day
6 Notice, their agreement to reformulate the Products for the entire United States and their efforts
7 to recall or warn customers regarding non-reformulated Products.

8 **4.2 Reimbursement of Plaintiff's Fees and Costs**

9 The Parties acknowledge that Brimer and his counsel offered to resolve this dispute
10 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
11 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
12 Vandor then expressed a desire to resolve the fee and cost issue shortly after the other
13 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
14 the compensation due to Brimer and his counsel under general contract principles and the
15 private attorney general doctrine codified at California Code of Civil Procedure section 1021.5,
16 for all work performed in this matter, except fees that may be incurred on appeal. Under these
17 legal principles, Vandor shall pay the amount of \$34,500.00 for fees and costs incurred
18 investigating, litigating and enforcing this matter, including the fees and costs incurred (and yet
19 to be incurred) negotiating, drafting, and obtaining the Court's approval of this Consent To
20 Judgment in the public interest.

21 **4.3 Payment Procedures**

22 **4.5.1 Funds Held In Trust:** All payments required by Sections 4.1 and 4.2 shall
23 delivered on or before October 10, 2012, to either The Chanler Group or the attorney of record
24 for Vandor , and shall be Brimer in trust pending the Court's approval of this Consent To
25 Judgment.

26 Payments delivered to The Chanler Group shall be made payable, as follows:

- 27 (a) One check made payable to "The Chanler Group in Trust for OEHHA" in
28 the amount of \$3,750.00;

1 (b) One check made payable to “The Chanler Group in Trust for Brimer” in
2 the amount of \$1,250.00; and

3 (c) One check made payable to “The Chanler Group in Trust” in the amount
4 of \$34,500.00.

5 Payments delivered to Schiff Hardin LLP shall be made payable, as follows:

6 (a) One check made payable to “Schiff Hardin LLP in Trust for OEHHA” in
7 the amount of \$3,750.00;

8 (b) One check made payable to “Schiff Hardin LLP in Trust for Brimer” in
9 the amount of \$1,250.00; and

10 (c) One check made payable to “Schiff Hardin LLP in Trust for The Chanler
11 Group” in the amount of \$34,500.00.

12 If Vandor elects to deliver payments to its attorney of record, such attorney of
13 record shall: (a) confirm in writing within five days of receipt that the funds have been
14 deposited in a trust account; and (b) within two days of the date of the hearing on which
15 the Court approves the Consent To Judgment, deliver the payment to The Chanler
16 Group in three separate checks, as follows:

17 (a) One check made payable to “The Chanler Group in Trust for OEHHA” in
18 the amount of \$3,750.00;

19 (b) One check to “The Chanler Group in Trust for Brimer” in the amount of
20 \$1,250.00; and

21 (c) One check to “The Chanler Group” in the amount of \$34,500.00.

22 Any failure by defendant to deliver the above-referenced payments to The Chanler
23 Group within seven (7) days of the date of the hearing on which the Court approves the
24 Consent To Judgment shall result in imposition of a 10% simple interest assessment on
25 the undelivered payment(s) until delivery.

26 **4.5.2 Issuance of 1099 Forms.** After the Consent To Judgment has been
27 approved and the settlement funds have been transmitted to plaintiff’s counsel, Vandor shall
28 issue three separate 1099 forms, as follows:

1 (a) The first 1099 shall be issued to the Office of Environmental Health
2 Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in
3 the amount of \$3,750.00;

4 (b) The second 1099 shall be issued to Brimer in the amount of \$1,250.00,
5 whose address and tax identification number shall be furnished upon request;
6 and

7 (c) The third 1099 shall be issued to The Chanler Group (EIN: 94-3171522) in
8 the amount of \$34,500.00.

9 **4.5.3 Payment Address:** All payments to the Chanler Group shall be delivered
10 to the following payment address:

11 The Chanler Group
12 Attn: Proposition 65 Controller
13 2560 Ninth Street
14 Parker Plaza, Suite 214
15 Berkeley, CA 94710

14 **5. CLAIMS COVERED AND RELEASE**

15 **5.1 Brimer's Releases of Vandor**

16 5.1.1 This Consent To Judgment is a full, final, and binding resolution between Brimer,
17 on behalf of himself, his past and current agents, representatives, attorneys, successors, and/or
18 assignees, and in the interest of the general public, and Vandor and its licensors, parents,
19 subsidiaries, affiliated entities under common ownership, directors, officers, employees,
20 attorneys, successors and assigns ("Defendant Releasees"), and all entities to whom Vandor
21 directly or indirectly distribute or sell Covered Products, including but not limited to
22 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees
23 ("Downstream Defendant Releasees") of any violation of Proposition 65 that has been or could
24 have been asserted against Defendant Releasees and Downstream Defendant Releasees
25 regarding the failure to warn about exposure to the Listed Chemical arising in connection with
26 Covered Products manufactured, sourced, distributed, or sold by Defendant Releasees prior to
27 the Effective Date. Vandor's compliance with this Consent To Judgment shall constitute
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1 compliance with Proposition 65 with respect to the Listed Chemical in the Covered Products
2 after the Effective Date.

3 5.1.2 Brimer on behalf of himself, his past and current agents, representatives,
4 attorneys, successors, and/or assignees, and in the interest of the general public, hereby waives
5 with respect to Covered Products all rights to institute or participate in, directly or indirectly,
6 any form of legal action and releases all claims, including, without limitation, all actions, and
7 causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
8 penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and
9 attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent
10 (collectively "claims"), against Defendant Releasees and Downstream Defendant Releasees that
11 arise under Proposition 65 or any other statutory or common law claims that were or could have
12 been asserted in the public interest, as such claims relate to Defendant Releasees' and
13 Downstream Defendant Releasees' alleged failure to warn about exposures to the Listed
14 Chemical contained in the Covered Products.

15 5.1.3 Brimer also, in his individual capacity only and *not* in his representative capacity,
16 provides a general release herein which shall be effective as a full and final accord and
17 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,
18 damages, losses, claims, liabilities and demands of Brimer of any nature, character or kind,
19 known or unknown, suspected or unsuspected, arising out of the subject matter of the
20 Complaint as to Covered Products manufactured, distributed or sold by Defendant Releasees.
21 Brimer acknowledges that he is familiar with Section 1542 of the California Civil Code, which
22 provides as follows:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
24 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
25 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
 OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
 WITH THE DEBTOR.

26 Brimer, in his individual capacity only and *not* in his representative capacity, expressly
27 waives and relinquishes any and all rights and benefits which he may have under, or which may
28 be conferred on him by the provisions of Section 1542 of the California Civil Code as well as

1 under any other state or federal statute or common law principle of similar effect, to the fullest
2 extent that he may lawfully waive such rights or benefits pertaining to the released matters. In
3 furtherance of such intention, the release hereby given shall be and remain in effect as a full and
4 complete release notwithstanding the discovery or existence of any such additional or different
5 claims or facts arising out of the released matters.

6 This Section 5.1 release is expressly limited to those claims that arise under Proposition
7 65, as such claims relate to Defendant's alleged failure to warn about exposures to or
8 identification of the Listed Chemical contained in the Covered Products and as such claims are
9 identified in the Proposition 65 60-Day Notice to Defendant.

10 This Section 5.1 release is expressly limited to any alleged violations that occur prior to
11 six months after the Effective Date and does not release any Downstream Defendant Releasee or
12 any other non-party from any liability for any violation of Proposition 65 regarding the Covered
13 Products that occur more than six months after the Effective Date.

14 The Parties further understand and agree that this Section 5.1 release shall not extend
15 upstream to any entities, other than Defendant, that manufactured the Covered Products or any
16 component parts thereof, or any distributors or suppliers who sold the Covered Products or any
17 component parts thereof to Defendant.

18 5.1.4 Upon court approval of the Consent To Judgment, the Parties waive their
19 respective rights to a hearing or trial on the allegations of the Complaint.

20 **5.2 Vandor's Release of Brimer**

21 5.2.1 Vandor waives any and all claims against Brimer, his attorneys, and other
22 representatives for any and all actions taken or statements made (or those that could have been
23 taken or made) by Brimer and his attorneys and other representatives, whether in the course of
24 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
25 and/or with respect to the Covered Products.

26 5.2.2 Vandor also provides a general release herein which shall be effective as a full
27 and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,
28 expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Vandor of any

1 nature, character or kind, known or unknown, suspected or unsuspected, arising out of the
2 subject matter of the Action. Vandor acknowledges that it is familiar with Section 1542 of the
3 California Civil Code, which provides as follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
5 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
6 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR.

7 Vandor expressly waives and relinquishes any and all rights and benefits that it
8 may have under, or which may be conferred on it by the provisions of Section 1542 of the
9 California Civil Code as well as under any other state or federal statute or common law
10 principle of similar effect, to the fullest extent that it may lawfully waive such rights or
11 benefits pertaining to the released matters. In furtherance of such intention, the release
12 hereby given shall be and remain in effect as a full and complete release notwithstanding
13 the discovery or existence of any such additional or different claims or facts arising out of
14 the released matters.

15 **6. SEVERABILITY**

16 If, subsequent to court approval of this Consent To Judgment, any of the provisions of
17 this Consent To Judgment are Brimer by a court to be unenforceable, the validity of the
18 enforceable provisions remaining shall not be adversely affected, unless the Court finds that any
19 unenforceable provision is not severable from the remainder of the Consent To Judgment.

20 **7. COURT APPROVAL**

21 This Consent To Judgment is effective upon execution but must also be approved by the
22 Court. If this Consent To Judgment is not approved by the Court in its entirety, the Parties
23 shall meet and confer to determine whether to modify the terms of the Consent To Judgment
24 and to resubmit it for approval. In meeting and conferring, the Parties agree to undertake any
25 actions reasonably necessary to amend and/or modify this Consent To Judgment in order to
26 further the mutual intention of the Parties in entering into this Consent To Judgment.

27 The Consent to Judgment shall become null and void if, for any reason, it is not approved
28 and entered by the Court within one year after it has been fully executed by all Parties. If the

1 Consent to Judgment becomes null and void after any payment of monies under this agreement
2 to The Chanler Group in trust, such monies shall be returned to defendant by payment of such
3 monies to its counsel, in trust for Vandor.

4 If this Consent To Judgment is not entered by the Court, and the Parties have exhausted
5 their meet and confer efforts pursuant to this Section, upon 15 days written notice, the law firm
6 holding Defendant's funds in trust shall refund any and all payments made into its trust
7 account by Defendant as requested.

8 **8. GOVERNING LAW**

9 The terms of this Consent To Judgment shall be governed by the laws of the State of
10 California.

11 **9. NOTICES**

12 When any Party is entitled to receive any notice under this Consent To Judgment, the
13 notice shall be sent by certified mail and electronic mail to the following:

14 For Vandor Financial Management Inc. to:

15 Tom Russo, CEO
16 Vandor LLC
17 P.O.Box 27873
Salt Lake City, UT 84127

18 With copy to their counsel at

19 Mark Mahoney, Esq.
20 Schiff Hardin LLP
1 Market Spear St Tower, 32nd Floor
San Francisco, CA 94105

21 For Brimer to:

22 Proposition 65 Coordinator
23 The Chanler Group
24 2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565

25 Any Party may modify the person and address to whom the notice is to be sent by sending each
26 other Party notice by certified mail and/or other verifiable form of written communication.
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1 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

2 Brimer agrees to comply with the reporting form requirements referenced, in California
3 Health & Safety Code §25249.7(f) and to file a motion for approval of this Consent To Judgment.

4 **11. MODIFICATION**

5 This Consent To Judgment may be modified only: (1) by written agreement of the
6 Parties; or (2) upon a successful motion of any party and entry of a modified Consent To
7 Judgment by the Court.

8 **12. ADDITIONAL POST-EXECUTION ACTIVITIES**

9 The parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed
10 motion is required to obtain judicial approval of this Consent To Judgment. In furtherance of
11 obtaining such approval, Brimer and Vandor and their respective counsel agree to mutually
12 employ their best efforts to support the entry of this agreement as a Consent To Judgment and
13 obtain approval of the Consent To Judgment - sufficient to render a formal judgment approving
14 this agreement - by the Court in a timely manner. Any effort by plaintiff or Vandor to impede
15 judicial approval of this Consent To Judgment shall subject such impeding party to liability for
16 attorney fees and costs incurred by plaintiff or his counsel in their efforts to meet or oppose
17 Vandor's impeding conduct.

18 **13. ENTIRE AGREEMENT**

19 This Consent To Judgment contains the sole and entire agreement and understanding of
20 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
21 negotiations, commitments, and understandings related hereto. No representations, oral or
22 otherwise, express or implied, other than those contained herein have been made by any Party
23 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
24 deemed to exist or to bind any of the Parties. No supplementation, modification, waiver, or
25 termination of this Consent To Judgment shall be binding unless executed in writing by the
26 Party to be bound. No waiver of any of the provisions of this Consent To Judgment shall be
27 deemed or shall constitute a waiver of any of the other provisions whether or not similar, nor
28 shall such waiver constitute a continuing waiver

1 **14. ATTORNEY'S FEES**

2 14.1 Should Brimer prevail on any motion, application for order to show cause or
3 other proceeding to enforce a violation of this Agreement, Brimer shall be entitled to his
4 reasonable attorney fees and costs incurred as a result of such motion, order or application,
5 consistent with C.C.P. §1021.5. Should Defendant prevail on any motion, application for order to
6 show cause or other proceeding to enforce a violation of this Consent To Judgment, Defendant
7 may be entitled to its reasonable attorney fees and costs incurred as a result of such motion,
8 order or application upon a finding that Brimer's prosecution of the motion or application lacked
9 substantial justification. For purposes of this Agreement, the term substantial justification shall
10 carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§
11 2016, et seq.

12 14.2 Except as specifically provided in the above paragraph and in Section 5.1, each
13 Party shall bear its own costs and attorney's fees in connection with this action.

14 14.3 Nothing in this Section 15 shall preclude a Party from seeking an award of
15 sanctions pursuant to law.

16 **15. NEUTRAL CONSTRUCTION**

17 Both Parties and their counsel have participated in the preparation of this Consent To
18 Judgment and this Consent To Judgment is the result of the joint efforts of the Parties. This
19 Consent To Judgment was subject to revision and modification by the Parties and has been
20 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
21 uncertainty or ambiguity existing in this Consent To Judgment shall not be interpreted against
22 any Party as a result of the manner of the preparation of this Consent To Judgment. Each Party
23 to this Consent To Judgment agrees that any statute or rule of construction providing that
24 ambiguities are to be resolved against the drafting Party should not be employed in the
25 interpretation of this Consent To Judgment and, in this regard, the Parties hereby waive
26 California Civil Code Section 1654.

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1 **16. COUNTERPARTS, FACSIMILE SIGNATURES**

2 This Consent To Judgment may be executed in counterparts and by facsimile or portable
3 document format (PDF), each of which shall be deemed an original, and all of which, when taken
4 together, shall constitute one and the same document.

5 **17. AUTHORIZATION**

6 The undersigned parties and their counsel are authorized to execute this Consent To
7 Judgment on behalf of their respective Parties and have read, understood, and agree to all of the
8 terms and conditions of this Consent To Judgment.

9 **IT IS SO AGREED**

10 ~~Dated: August 26, 2012~~
September

11 
12 _____
13 Plaintiff Russell Brimer

Dated: August __, 2012

14 _____
15 Tom Russo, CEO
16 Vandor LLC

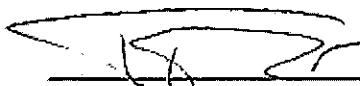
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3 document format (PDF), each of which shall be deemed an original, and all of which, when taken
4 together, shall constitute one and the same document.

5 17. AUTHORIZATION

6 The undersigned parties and their counsel are authorized to execute this Consent To
7 Judgment on behalf of their respective Parties and have read, understood, and agree to all of the
8 terms and conditions of this Consent To Judgment.

9 IT IS SO AGREED

<p>10 Dated: August __, 2012</p> <p>11</p> <p>12 _____ Plaintiff Russell Brimer</p>	<p>10 Dated: ^{Sept 19} August __, 2012</p> <p>11 </p> <p>12 _____ Tom Russo, CEO Vandor LLC</p>
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